

**TERMS AND CONDITIONS OF SALE**  
**Metro Press Pty Ltd T/as Metro Print & Copy**  
ABN 55 644 163 048  
68 Sussex Street Maylands WA 6051  
Phone 9218 9700  
metroaccounts@metropress.com.au

**General**

Where in these Terms and Conditions of Sale the expression "Metro Print & Copy" is used, it shall be taken to mean Metro Press Pty Ltd ACN 644 163 048 trading as Metro Print & Copy.

**Application**

The Customer acknowledges that these general Terms and Conditions of Sale apply in relation to all sales of goods or services by Metro Print & Copy to the Customer and to all orders placed with Metro Print & Copy. No person acting or purporting to act on Metro Print & Copy's behalf has the authority to make any promise, representation or undertaking or to add to or change in any way these general Terms and Conditions of Sale except expressly in writing.

These Terms and Conditions of Sale are in addition to and in no way are intended to limit, vary or exclude any rights conferred by the conditions and warranties implied by Australian Consumer Law or by any similar legislation of a State or Territory of Australia which prohibits any such limitation or exclusion.

Metro Print & Copy reserves the right to vary these Terms and Conditions of Sale. The Customer's rights under these Terms and Conditions of Sale are not assignable or transferable.

**GST**

Trade prices do not include GST. Metro Print & Copy will charge GST at the rate set by the Government in respect of any supply made to the Customer.

**Quotations**

Any quotations provided by Metro Print & Copy, or requested by the Customer, remain open for acceptance for a period of thirty days from the date of quotation. After this time, this quotation is voidable at the option of Metro Print & Copy which may, in its absolute discretion withdraw this quotation and subsequently revise the price or any other of the conditions so quoted.

The quotation will specify the work required to complete the Customer's order and Metro Print & Copy's estimate of its costs to complete the Customer's order.

Metro Print & Copy will not commence work until the quote has been accepted by the Customer. The Customer may accept the quote by oral or written instruction to Metro Print & Copy to commence the work and acceptance by the Customer of the quote, whether express or implied, will constitute the Customer accepting these Terms and Conditions of Sale.

If the quote is accepted by the Customer, Metro Print & Copy will perform the work to complete the order and the Customer will pay for the work in accordance with the quote and these Terms and Conditions of Sale.

Metro Print & Copy may amend its estimate of costs to complete the Customer order before the order has been completed to take into account any variation in costs to complete the order. Metro Print & Copy shall notify the Customer as soon as is practicable of such variation. Upon giving the Customer notice of such variation to its costs, such variation shall be and be deemed to be the quotation.

If before a quote is prepared the Customer does not give Metro Print & Copy specific instructions in relation to style, type or layout;

- a) Metro Print & Copy may use any style, type and layout which, in its opinion is appropriate; and
- b) Metro Print & Copy may charge an additional amount for any additional work required to be done (including production of additional proofs) as a result of the Customer subsequently altering the style, type or layout used by Metro Print & Copy.

**Cancellations**

No order may be cancelled by the Customer without the written consent of Metro Print & Copy irrespective of whether or not Metro Print & Copy has advised the Customer of its acceptance of that order.

**Collection of Goods**

All goods must be collected within a maximum period of 10 working days after the specified date. The Customer will then be invoiced for the price of the goods. If Metro Print & Copy agrees to deliver the goods to the Customer's premises this will be at the Customer's expense. Any additional cost (including cost of damage or storage) incurred by Metro Print & Copy as a result of holding goods for longer than 20 days after the specified date will be charged to the Customer's account and shall be payable by the Customer as part of the goods in question.

### ***Delivery***

Any times quoted for delivery are estimates only and Metro Print & Copy shall not be liable for failure to deliver or for any delay in delivery arising from any cause whatsoever beyond Metro Print & Copy's control. The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or dispatch. Metro Print & Copy reserves the right to deliver by portion and each portion shall not entitle the Customer to repudiate the contract. Delivery will be deemed to have occurred when on-loaded at Metro Print & Copy's premises and all goods shall be the risk of the Customer after on-loading.

### ***Payment***

Payment for all goods purchased from Metro Print & Copy is due and payable at the time of purchase unless a 30 day credit account has been approved and the Consumer Credit Code does not apply, in which event payment must be made on or before the last working day of the month following that in which deliveries are invoiced and in that case:

- a) payment must be prompt and notwithstanding any previous indulgences, Metro Print & Copy may in its absolute discretion require immediate payment of any amount owing and/or refuse credit or supply of goods without giving any notice whatsoever;
- b) payment made by an approved credit will incur a 1.75% surcharge;
- c) if payment in full is not received within the 30 day terms defined above, the Customer shall in addition be liable to pay:
  - (i) interest at the rate of 2% higher than the Cash Target Rate fixed by the Reserve Bank of Australia per month (calculated daily) on any overdue amount; or
  - (ii) all expenses (including any amount charged to Metro Print & Copy by a debt collection agency) incurred in recovering or attempting to recover an overdue amount.

### ***Further Charges***

In addition to the amount of any estimate, or in addition to Metro Print & Copy's charges to complete an order, Metro Print & Copy may charge the Customer for :

- a) fees for any preliminary work performed at the Customer's request;
- b) fees for additional work required to be done as a result of the Customer changing its instructions;
- c) fees for having to work from poor copy;
- d) fees for additional work which involves tables or foreign language and which was not notified to Metro Print & Copy before the quote was prepared;
- e) fees for additional work required to be done as a result of author's corrections, including re-pagination or reformatting;
- f) fees and charges for work required to be done urgently, including any overtime costs;
- g) fees for handling or storing material or equipment supplied by the Customer for the purpose of the order;
- h) fees for changing or correcting, in order to ensure that the goods are properly produced, any plates, film, bromides, artwork or any document including computer files supplied for the purpose of the order by the Customer;
- i) freight costs and charges;
- j) Metro Print & Copy's pricing may be revised subject to fluctuations in material costs and currency exchange.

The Customer acknowledges that whilst Metro Print & Copy will make every endeavour to produce the exact number of items in an order, the actual number of items produced may be 10% over or under the number specified in the order. Metro Print & Copy will adjust the amount charged to the Customer for the order on a pro rata basis to reflect the actual number of items produced.

### ***Fitness for purpose***

The Customer agrees that Metro Print & Copy shall not be liable for any representation, promise or undertaking regarding the fitness or otherwise of the goods supplied by Metro Print & Copy unless it is made in writing or implied by law.

### ***Claims***

No claim by the Customer for failure to supply products conforming to the Customer's orders shall be recognised by Metro Print & Copy unless made in writing to Metro Print & Copy within seven days after delivery of the goods to the Customer.

No claim involving labour charges or product replacement will be recognised by Metro Print & Copy unless Metro Print & Copy's agreement to the value of such claim is obtained immediately such a problem becomes evident and the Customer has demonstrated that it has taken all possible action to minimise the effect of such a claim and Metro Print & Copy has been given sufficient time to investigate and take such action it feels necessary to resolve the problem.

Metro Print & Copy shall not be liable to the Customer for any loss of profits or consequential, indirect or special loss, damage or injury of any kind whatsoever arising directly or indirectly from any defect in the goods (regardless of any express or implied terms, or by reason of Metro Print & Copy's negligent act or omission or otherwise at common law).

If Metro Print & Copy submits to the Customer a proof of the order, Metro Print & Copy will not be responsible for any errors in the order which appeared in the proof and which were not corrected by the Customer before the order was completed.

#### **Returned Goods**

Goods may only be returned if they do not comply with the Customer's instructions.

The Customer must notify Metro Print & Copy of the rejection of the goods within 7 days of notification that the goods are ready for collection or 7 days from when the goods are delivered to the Customer's premises.

#### **Title to Goods**

All goods supplied by Metro Print & Copy shall be at the Customer's risk from the time of delivery. The legal and equitable title to and property in the goods will not pass to the Customer until the Customer has paid all moneys owed to Metro Print & Copy on any account whatsoever. Payment shall not be deemed to occur until payment of all moneys owing to Metro Print & Copy has been cleared in full. Metro Print & Copy reserves its right to enter upon any premises for the purpose of repossessing goods. The right to repossess is without prejudice to any other rights of recovery otherwise available. Until all goods are paid for in full the relationship of the Customer to Metro Print & Copy shall be as a fiduciary in respect of the goods and accordingly, the Customer, if required by Metro Print & Copy, shall store the goods in such a way that they can be recognised as the property of Metro Print & Copy and, if the goods are sold by the Customer, Metro Print & Copy shall have the right to trace the proceeds thereof. It is not intended by these Terms and Conditions of Sale to create a charge or trust over any goods or over proceeds of their sale and any such term or condition (or any part thereof) creating such a charge or trust shall be severed without affecting the validity of the other Terms and Conditions of Sale.

#### **Copyright**

The right in all artistic and literary works authored by Metro Print & Copy shall be the property of Metro Print & Copy.

The Customer:

- a) warrants that it has copyright in or a licence to authorise Metro Print & Copy to reproduce all artistic and literary works supplied by the Customer to Metro Print & Copy for the purposes of the order and the Customer hereby expressly authorises Metro Print & Copy to reproduce all or any of such works for the purposes of the order;
- b) indemnifies and agrees to keep indemnified Metro Print & Copy against all liability losses or expenses incurred by Metro Print & Copy in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright in such literary and artistic works supplied by the Customer; and
- c) the Customer is hereby granted a non-exclusive license to use the copyright in any literary and artistic works authored by Metro Print & Copy for the purposes of the order. However, the exercise of such licence shall be conditional upon Metro Print & Copy having received all moneys due to it from the Customer under these Terms and Conditions.

The Customer must keep confidential and not use any ideas communicated by Metro Print & Copy without Metro Print & Copy's written consent.

#### **Personal Properties Securities Act ("PPSA")**

The Customer and Metro Print & Copy agree that Metro Print & Copy's Terms and Conditions of Sale and this contract constitute a Security Agreement and may give rise to a Purchase Money Security Interest ("PMSI") in favour of Metro Print & Copy over the goods supplied or to be supplied to the Customer, as grantor, pursuant to the terms of trade.

The Customer acknowledges and agrees that by assenting to these terms of trade the Customer grants a Security Interest (by virtue of the above clause (Title to Goods)) to Metro Print & Copy over all goods supplied by Metro Print & Copy to the Customer (if any) and all after acquired goods supplied by Metro Print & Copy to the Customer (or for the Customer's account) and this grant of Security Interest will be effective notwithstanding anything express or implied to the contrary contained in the Customer's order.

The Customer acknowledges and agrees that Metro Print & Copy may apply to register a Security Interest in the goods at any time before or after delivery of the goods.

The Customer waives its right to receive the Verification Statement confirming Registration, Financing Statement or Financing Change Statement relating to a security interest granted by the Customer, as grantor, to Metro Print & Copy .

The Customer agrees to pay Metro Print & Copy, on demand all of Metro Print & Copy's reasonable legal fees, disbursements, costs and expenses associated with:

- a) registration, amendment, or discharge of any Financing Statement registered by or on behalf of Metro Print & Copy; and
- b) enforcement of any Security Interest granted to Metro Print & Copy by the Customer.

Nothing in this clause is limited by any other provision of these Terms and Conditions of Sale or any other agreement between the parties.

***Default of Customers***

If the Customer defaults in any payment, commits any act of bankruptcy, has liens placed on a project or assets frozen or restrained, or becomes subject to any form of external administration or an application for any form of external administration is made, Metro Print & Copy may at its option withhold further deliveries or cancel the contract without prejudice to its rights thereunder. Where such default occurs this shall not in any way prejudice the right of Metro Print & Copy to recover any amounts due for materials previously supplied, or manufactured to a Customer's requirements.

***Jurisdiction***

These Terms and Conditions of Sale shall be governed by the laws of the State of Western Australia (excluding its conflict of laws provisions) and the Customer must submit to the non-exclusive jurisdiction of the courts of, or exercising jurisdiction of, that state and the Customer waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.